

If Customer has agreed to receive Preferred Maintenance Service (“PMA”) as reflected on the System Sales Order (“SSO”), EarthLink agrees to provide maintenance service for Equipment, excluding Software, listed on the SSO, subject to the System Sales Order Terms and Conditions except as modified below. Capitalized terms used herein not otherwise defined are as defined in the System Sales Order Terms and Conditions.

1. **Term.** The PMA shall begin on the day it is accepted by EarthLink and shall continue for an indefinite period, being automatically renewable on a month-to-month basis; provided that if Customer has selected the annual prepayment option for PMA, the PMA will renew automatically for an additional 12 months upon expiration of the previous pre-paid term unless either party provides thirty (30) days prior written notice of said termination of the Agreement. No PMA will be renewed for equipment which becomes obsolete or for which replacement parts become no longer available.
2. **Scope of maintenance.** Replacement parts will be furnished on an exchange basis, and replaced parts become the property of EarthLink. EarthLink will also provide maintenance consultation and advice. The exclusions provided in Section 13 of the System Sales Order Terms and Conditions shall apply. Also, any software maintenance is specifically excluded.
3. **Charges.** Maintenance charges are determined based upon the equipment listed on the SSO on the date that the Agreement is accepted by EarthLink. Equipment adds/deletes to the System after the initial installation may result in an increase/decrease in the maintenance charge. EarthLink may adjust rates from time to time to reflect changes in the cost of providing this service. Any increase to the rates shall provide the Customer an option to cancel the Agreement with thirty (30) days written notice.
4. **Lightning/surge protection.** PMA customers are relieved of liability for damage to the telephone system equipment cause by lightning and/or power surge. Damage caused by fire, wind, flood and earthquake is specifically excluded from coverage. Customer agrees to give EarthLink prompt notice of any damage to or loss of telephone system equipment.
5. **Access to equipment.** EarthLink shall have full and free access to all equipment to be serviced hereunder. Customer shall provide a safe place in which to perform such services.
6. **Maintenance service availability.**
  - (i) **Routine Service.** The maintenance charge entitles the Customer to weekday Maintenance Service between the hours of 8:00 a.m. and 5:00 p.m. daily, Monday through Friday, except EarthLink observed holidays. EarthLink will respond within twenty-four hours to calls made during normal working hours. Requests for routine service outside of the above times shall be billed at EarthLink’s then current hourly rates.
  - (ii) **Emergency Service.** Under this provision an emergency exists when an authorized employee of the Customer determines that a system malfunction exists which seriously affects or impairs the operation of the Customer or if 50% of the system is inoperable. Emergency service is available twenty-four hours a day, seven days a week. EarthLink will respond within two (2) hours. The authorized employee of the Customer shall exercise prudent judgment before reporting a service problem as an emergency. It is mutually understood and agreed that this Maintenance Agreement does not preclude Routine Service response intervals as provided above, for system or station malfunctions which do not seriously affect or impair the operation of the Customer.